

APPENDIX C

FILED

MAR 24 1986

GRANT OF PERMANENT EASEMENT

8-23-86 Jay D. Maroney
MARION COUNTY AUDITOR ✓

THIS INDENTURE WITNESSES that Robert D. Orr, Governor of the State of Indiana and O.D. Lundy, Commissioner of the Indiana Department of Administration, both on behalf of the State of Indiana, and the successors and assigns of the State of Indiana [hereafter, the State of Indiana and its successors and assigns are referred to as "Grantor"] hereby **RELEASE AND QUITCLAIM** to the City of Indianapolis, Indiana, for the use and benefit of its Department of Metropolitan Development, through its Director, its grantees, successors and assigns [hereafter, the City of Indianapolis, and its grantees, successors and assigns are referred to as "Grantee"] forever a **PERMANENT EASEMENT**, in the real estate and premises described as follows:

A part of Square 50 of the Donation Lands of the City of Indianapolis in the southeast 1/4 of Section 2, Township 15 north, Range 3 east in Marion County, Indiana, described as follows:

306
100
Beginning at the intersection of the east right-of-way line of West Street and the south right-of-way line of Ohio Street, the intersection also being the northwest corner of Lot No. 1 in Perry's Subdivision of Square 50 of the Donation Lands of the City of Indianapolis (Plat Book 15, Page 319, Office of the Marion County Recorder); then south 88°14'38" east (all bearings assumed) on and along the south right-of-way line of Ohio Street 507.01 feet; then south 26°41'46" west 312.76 feet; then north 88°18'14" west 374.77 feet to the east right-of-way line of West Street; then north 01°40'16" east on and along the east right-of-way line of West Street 283.90 feet to the point of beginning, containing 2.9 acres, more or less.

ALSO:

A part of Square 31 and Square 32 of the Donation Lands of the City of Indianapolis in the southeast 1/4 of Section 2, Township 15 north, Range 3 east in Marion County, Indiana, described as follows:

276
20-20
Commencing at the intersection of the east right-of-way line of West Street and the north right-of-way line of Ohio Street, the intersection also being the southwest corner of Lot 7 in Square 31; then south 88°14'38" east (all bearings assumed) on and along the north right-of-way line of Ohio Street 373.63 feet to the point of beginning; then north 01°43'09" east 391.37 feet; then north 77°34'53" west 151.32 feet to the south right-of-way line of New York Street; then south 88°15'22" east on and along the south right-of-way line of New York Street 482.33 feet; then south 81°32'24" west 161.18 feet; then south 01°43'09" west 390.89 feet to the north right-of-way line of Ohio Street; then north 88°14'38" west on and along the the north right-of-way line of Ohio Street 175.00 feet to the point of beginning.

Except the land of the City of Indianapolis as conveyed by the Indiana National Bank as Trustee for the Indianapolis Water Company on December 23, 1976 (Instrument No. 76-78429, Office of the Marion County Recorder).

Containing 0.9 acres more or less.

Subject to all easements and rights-of-way of record.
[hereafter, "Real Estate"]

49-10-0623

A sketch of the Real Estate is attached as "Exhibit A", is designated as "PERM. ESM'T PARCEL NO.1 = 2.9 ACRES" and "PERM. ESM'T PARCEL NO. 2 = 0.9 ACRES", is shaded in green, and is incorporated by reference into this GRANT OF PERMANENT EASEMENT.


1. Grantee will have the right and authority to enter upon, construct, install, reconstruct, repair, renew, operate, maintain, patrol, replace, repair and continue a permanent drainage facility [hereafter, "Facility"] as Grantee may locate upon, over, under and across the Real Estate.
2. Grantee shall have the right to enter along, over, under and upon the Real Estate to maintain the Facility at will, to make such alterations and improvements in the Facility as may be necessary or useful, and to remove from the extent of the easement any encroaching trees, buildings or other obstructions to the free and unobstructed use of the easement. However, Grantor expressly reserves the right to use any part of the Real Estate for parking as Grantor deems suitable for such purpose. Grantee shall not enter upon the land adjoining the Real Estate.
3. Grantee covenants that in the installation, maintenance or operation of the Facility and appurtenances under, over, and across the Real Estate, it will restore the area described by its work.
4. Grantee shall not authorize or permit any business or commercial activity to be conducted upon the Real Estate except with the express written permission of Grantor.
5. Grantor covenants that it will not erect or maintain any building or other structure or obstruction on, under or over the Real Estate except upon the express written permission of Grantee and in accordance with the terms of the written permission. When such written permission is recorded, it shall run with the Real Estate.

6. Grantee will not interfere with the rights of persons who may have easement or other interests in the Real Estate unless Grantee obtains appropriate releases from such persons permitting Grantee to interfere with their rights.

7. Grantee will indemnify, defend and hold harmless Grantor, its agents, officers, and employees from all claims and suits (including court costs, attorney fees and other expenses) resulting from any act or omission of Grantee in the installation, maintenance or operation of the Facility and its appurtenances.

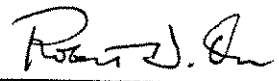
8. Grantor **RELEASES AND QUITCLAIMS** this PERMANENT EASEMENT in consideration of cooperation between Grantor and Grantee and of the benefits to be gained by both in completion of the Facility.


IN WITNESS THEREOF, the Commissioner of the Indiana Department of Administration executes this GRANT OF PERMANENT EASEMENT.


O.D. Lundy, Commissioner
Indiana Department of Administration
Date: 2-20-86

IN WITNESS THEREOF, I hereto set my hand, cause to be affixed the Seal of the State of Indiana, and direct a copy of this GRANT OF PERMANENT EASEMENT to be filed with the Auditor of State.




ROBERT D. ORR
Governor of Indiana
Date: 3/15/86


Edwin J. Simco
Secretary of State
Date: 3/15/86

Approved as to form and legality:

ATTEST and Received for Filing:

By: Ken L. Benedict, Deputy
For: Linzey E. Pearson
Attorney General of Indiana

Otis E. Cox
Otis E. Cox
Auditor of State

Date: 2-19-86

Date: 3-19-86

This instrument was prepared by:

Robert J. Rudolph
Robert J. Rudolph
Staff Attorney
Indiana Department of Administration
Room 507, State Office Building
Indianapolis, Indiana 46204

STATE OF INDIANA)
) SS
COUNTY OF MARION)

Before me the undersigned, a Notary Public, personally appeared O.D. Lundy,
Commissioner, Indiana Department of Administration, and acknowledged execution
of the attached GRANT OF PERMANENT EASEMENT this 20 day of 2,
1986.

Catherine J. Lewis
(Signature)
Catherine J. Lewis
(Name Printed)

My commission expires: 4-25-86

My county of residence: Montgomery

STATE OF INDIANA)
) SS
COUNTY OF MARION)

Before me the undersigned, a Notary Public, personally appeared Robert D. Orr,
Governor of Indiana, and acknowledged execution of the attached GRANT OF
PERMANENT EASEMENT this 15th day of March, 1986.

Margaret M. Reynolds
(Signature)

Margaret M. Reynolds
(Name Printed)

My commission expires: 2-15-88
My county of residence: Marion

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

Before me the undersigned, a Notary Public, personally appeared Otis E. Cox,
Auditor of the State of Indiana, and acknowledged execution of the attached
GRANT OF PERMANENT EASEMENT this 19th day of March, 1986.

Diana K. Boylls
(Signature)

DIANA K. BOYLLS
(Name Printed)

My commission expires: 11-2-1987
My county of residence: Marion